

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 11-11-61651

HUD# 07-12-0126-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

PERRY REID PROPERTIES

9200 Andermatt Drive

Lincoln, NE 68526

AMANDA KLINGINSMITH

Perry Reid Properties

9200 Andermatt Drive

Lincoln, NE 68526

CENTERVILLE PARTNERS LP

1110 East Cross Street

Centerville, Iowa 52544

COMPLAINANT

BEVERLY CARSON

Centerville, Iowa 52544

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant Beverly Carson alleged on September 2, 2011, she made a verbal reasonable accommodation request to Respondent Amanda Klingsmith that Respondents allow her to transfer to a recently vacated two-bedroom ground floor apartment. On September 3, 2011, Complainant gave Ms. Klingsmith medical documentation from her health care provider stating such an accommodation would be beneficial to Complainant's health conditions. Respondents alleged the two-bedroom ground floor apartment was leased to someone else because Complainant failed to complete and return Respondent's Request For Reasonable Accommodation form until September 29, 2011. Respondents alleged on October 5, 2011, Regional Manager Dana Kitchens offered Complainant a three-bedroom ground floor apartment at the two-bedroom price, but Complainant rejected the offer and subsequently moved out on October 12, 2011, without giving 30 days notice. Respondents own or manage the subject property, a 50-unit apartment complex located at 1110 East Cross Street, Centerville, Iowa 52544.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge Federal and State Fair Housing Laws make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling.

42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2) and

42 U.S.C. 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1)

#### Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

6. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

## Disclosure

7. The parties agree the terms of this Agreement shall be subject to public disclosure unless Complainant and Respondents agree otherwise, and the Commission determines that disclosure is not necessary to further the purposes of Iowa Code Chapter 216 relating to unfair or discriminatory practices in housing or real estate.

## Release

8. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

## Fair Housing Training

9. Respondents agree Amanda Klinginsmith will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondent also agrees to send documentation to the Commission, verifying the fair housing training has been completed, to the attention of Don Grove, Supervisor of Investigations, within ten (10) days of completing the training.

## Relief for Complainant

10. Respondents agree to release Complainant from the terms of her rental agreement effective October 12, 2011. Respondents agree not to seek any monies from Complainant for terminating her rental agreement before its expiration date. Respondents also agree they will not pursue recovery in small claims court or in any other process or proceeding any monies Complainant may owe Respondents for unpaid rent, cleaning or damages to apartment 15. Complainant agrees she will not pursue recovery of her rental deposit in small claims court or in any other process or proceeding.

11. Respondents agree to pay Complainant \$1,800.00 less no deductions. Respondents agree to make the check out to Beverly Carson, and send the check to Natalie Burnham at the Iowa Civil Rights Commission, Grimes State Office Building, 400 East 14th Street, Des Moines, Iowa 50319 within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. The Commission will send the settlement check with a copy of the fully executed Predetermination Settlement Agreement to the Complainant.

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Perry Reid Properties, RESPONDENT

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Date

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Amanda Klinginsmith, RESPONDENT

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Date

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Centerville Partners LP, RESPONDENT

Date

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Beverly Carson, COMPLAINANT

Date

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Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Total Value of Settlement \$7,147.00

C was paid a cash settlement of \$1,800

Total values of waived rent \$5,347

Ms. Carson's lease was to expire on 9/30/12; C's rent was \$465 per month. - C only paid \$233 rent in October before moving out.

11 months X \$ 465 = 5,115 + \$232(balance owed for Oct. rent owed) = \$5,347 total values of waived rent.

\$1,800 (cash settlement) = \$5,347 (waived rent)= \$7,147